

**BATHAEE DUNNE LLP**  
Yavar Bathaee (CA 28238)  
[yavar@bathaeedunne.com](mailto:yavar@bathaeedunne.com)  
Andrew C. Wolinsky (CA 345965)  
[awolinsky@bathaeedunne.com](mailto:awolinsky@bathaeedunne.com)  
445 Park Avenue, 9th Floor  
New York, NY 10022  
Tel.: (332) 322-8835

**DECHERT LLP**  
Russell P. Cohen (CA 213105)  
[russ.cohen@dechert.com](mailto:russ.cohen@dechert.com)  
45 Fremont Street, 26th Floor  
San Francisco, CA 94105  
Tel.: (415) 262-4500

Brian J. Dunne (CA 275689)  
bdunne@bathaedunne.com  
633 West Fifth Street, 26th Floor  
Los Angeles, CA 90071  
Tel.: (213) 462-2772

Julia Chapman (*pro hac vice*)  
julia.chapman@dechert.com  
Cira Centre, 2929 Arch Street  
Philadelphia, PA 19104  
Tel.: (215) 994-4000

*Attorneys for Plaintiffs and the Proposed Class*

*Attorneys for Defendant LinkedIn Corporation*

[Additional counsel on signature page]

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

TODD CROWDER, et al.,

Case No. 4:22-cv-00237-HSG

Plaintiffs,  
v.

## **JOINT CASE MANAGEMENT STATEMENT**

**LINKEDIN CORPORATION,**

Hon. Haywood S. Gilliam, Jr.

Defendant.

Hearing Date: January 13, 2026

Time: 2:00 p.m.

On December 17, 2025, as part of the Court's Order Denying Motion for Preliminary Approval (Dkt. No. 135), the Court set a case management conference on January 13, 2026, at 2:00 p.m. Pursuant to Civil Local Rule 16-10(d), counsel for Plaintiffs Todd Crowder, Kevin Schulte, and Garrick Vance and counsel for Defendant LinkedIn Corporation respectfully submit this Joint Case Management Statement in advance of the case management conference.

## **1. Settlement and ADR**

### **A. Plaintiffs' Position:**

Plaintiffs are willing continue to work with LinkedIn to resolve their claims through ADR. However, given the Court's order denying Plaintiffs' motion for preliminary approval, Plaintiffs intend to resume litigating this case consistent with the schedule to be entered by the Court.

### **B. Defendant's Position:**

LinkedIn remains willing to consider further approaches to resolving this case that are consistent with its views on the merits of Plaintiffs' claims. At the same time, LinkedIn believes that resolution by the Court of critical issues in the case could advance resolution or moot it.

## **2. Scheduling**

Plaintiffs and LinkedIn propose the following case schedules. The parties provide a basis for their respective schedules below:

<b>Event</b>	<b>Plaintiffs' Proposal</b>	<b>LinkedIn's Proposal</b>
Close of written discovery and substantial completion of document production		April 17, 2026
Close of fact discovery	October 9, 2026	June 5, 2026
Deadline for Plaintiffs' consolidated class certification and merits expert disclosures	October 16, 2026	June 12, 2026
Deadline for Defendant's consolidated class certification and merits expert disclosures	November 6, 2026	July 10, 2026
Deadline for Plaintiffs' consolidated class certification and merits reply expert disclosures	November 20, 2026	July 24, 2026

Event	Plaintiffs' Proposal	LinkedIn's Proposal
Deadline to depose experts	January 8, 2027	August 21, 2026
Deadline to file <i>Daubert</i> motions	January 15, 2027	September 18, 2026
Deadline to file oppositions to <i>Daubert</i> motions	February 5, 2027	October 16, 2026
Deadline to file replies to <i>Daubert</i> motions	February 19, 2027	October 30, 2026
Hearing on <i>Daubert</i> motions	March 18, 2027	November 12, 2026
Deadline for motion for class certification	March 26, 2027	TBD following ruling on dispositive motions
Deadline to file opposition to motion for class certification	April 23, 2027	TBD following ruling on dispositive motions
Deadline to file reply to motion for class certification	May 7, 2027	TBD following ruling on dispositive motions
Hearing on class certification	June 3, 2027	TBD following ruling on dispositive motions
Deadline to file dispositive motions	May 28, 2027	September 18, 2026
Deadline to file oppositions to dispositive motions	June 25, 2027	October 16, 2026
Deadline to file replies to dispositive motions	July 16, 2027	October 30, 2026
Hearing on dispositive motions	August 12, 2027	November 12, 2026
Final pretrial conference	November 9, 2027	TBD following ruling on dispositive motions
Jury trial	November 29, 2027	TBD following ruling on dispositive motions

21                   **A. Plaintiffs' Position:**

22                   Plaintiffs' proposed schedule stages class certification prior to summary judgment, as the  
 23 Court ordered in its April 18, 2024 Scheduling Order (Dkt. No. 113) and as is ordinarily done, *see*  
 24 Fed. R. Civ. P. 23(c)(1)(A) (court should decide whether to certify a class "at an early practicable  
 25 time"). Plaintiffs' schedule also proposes a single fact discovery cut-off for both class and merits  
 26 discovery, which makes sense considering the significant overlap between class and merits issues  
 27 in this case. More critical than sequencing, in any event, is that the case schedule adequately account  
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1 for the status of LinkedIn's (non-)production of documents to date, and permit sufficient time for  
 2 LinkedIn to produce the documents necessary to actually adjudicate Plaintiffs' monopolization  
 3 claims—and for depositions following/along with this document production. The roughly nine  
 4 months provided by Plaintiffs' schedule is reasonable, if not aggressive. LinkedIn's proposal of  
 5 less than five months is unworkable, given the status of fact discovery as explained below.

6 When this case settled, LinkedIn had not made any serious production (or as far as Plaintiffs  
 7 are aware, even collection) of relevant custodial documents from anyone—not the key principals  
 8 in charge of LinkedIn's private API program and the company's competitive  
 9 intelligence/benchmarking division; not the decisionmakers overseeing LinkedIn's integration with  
 10 parent Microsoft's cloud infrastructure; nor from anyone else. In fact, in this complex antitrust  
 11 action with a class period going back to January 2018, LinkedIn has produced ***only 875 documents***.  
 12 Nearly all these documents are private API agreements (with ***no*** related communications or  
 13 custodial emails/messages, internal or with the API counterparties), yet ***LinkedIn has not even***  
 14 ***produced (or identified in interrogatory responses) all the API agreements at issue in this case***—  
 15 for example, the Yahoo agreement(s) identified in the First Amended Complaint and discussed on  
 16 LinkedIn's own public website. *See* First Am. Compl. ¶ 50. And LinkedIn has produced ***no***  
 17 ***custodial documents*** at all. In this filing, LinkedIn somehow points the finger at Plaintiffs for the  
 18 company's own refusal to comply with its discovery obligations—in response to timely-served and  
 19 repeatedly followed-up-on discovery requests by Plaintiffs—but the record is otherwise.

20 On March 21, 2024, the Court lifted a lengthy discovery stay, and on April 18, 2024, entered  
 21 a Scheduling Order. On June 27, 2024, after receiving no responses to previously-served document  
 22 requests and interrogatories despite the Court's lifting of the discovery stay, Plaintiffs sent a four-  
 23 page letter to LinkedIn concerning deficiencies in its document and interrogatory production. In a  
 24 July 11, 2024 meet-and-confer, LinkedIn committed to supplement its interrogatories and explained  
 25 its document production was ongoing. After receiving LinkedIn's July 26, 2024 initial document  
 26 production, Plaintiffs' counsel followed up with emails on July 30, 2024 (E. Grauman) and Aug.  
 27 1, 2024 (Y. Bathae). On August 4, 2024, Plaintiffs served a second set of RFPs. On August 21,  
 28 2024, after receiving another deficient document production from LinkedIn, Plaintiffs sent an email

1 identifying specific gaps in LinkedIn's document and interrogatory production, including with  
 2 respect to the publicly-identified Apple and Yahoo API agreements. On September 3, 2024,  
 3 LinkedIn made another document production—again incomplete—and on September 10, 2024,  
 4 emailed Plaintiffs stating that the individual plaintiffs would need to sign some sort of release or  
 5 waiver for LinkedIn to complete its interrogatory responses. (T. Leyh email.) After further  
 6 correspondence throughout September, Plaintiffs on September 27, 2024, provided executed  
 7 waivers to LinkedIn to “speed along the process” of getting full discovery responses. (A. Wolinsky  
 8 email.) Later that week, the parties agreed to mediate. The reality belies LinkedIn’s claims to the  
 9 Court: LinkedIn has produced only 875 documents, no custodial documents, and not a single email  
 10 or message with or about the company’s private API counterparties. And no, this was not somehow  
 11 **Plaintiffs’** doing.

12 So too, with the substance of LinkedIn’s claims about its production to date: in the face of  
 13 ***zero*** custodial documents and ***known missing private API agreements, including API agreements***  
 14 ***described in the FAC and acknowledged by LinkedIn itself on its website,*** LinkedIn varies  
 15 omission and outright inaccuracy in its statements to the Court. To wit, LinkedIn ignores the  
 16 complete lack of custodial documents—including not a single custodial email or message with or  
 17 about any private API partner—and describes its API production as comprising “all relevant private  
 18 API agreements.” Given that multiple publicly acknowledged private API agreements, including  
 19 Yahoo’s, have not been produced, either the term “relevant” is doing a lot of unexplained work in  
 20 LinkedIn’s statement to the Court, or LinkedIn’s statement that “all relevant private API  
 21 agreements” have been produced is simply untrue. Similarly, LinkedIn’s claim about its integration  
 22 is provably wrong: LinkedIn publicly announced it was moving all its services to Azure in 2019,  
 23 spent several years and millions of dollars working on this integration, and in December 2023  
 24 announced to its employees that its so-called “Blueshift” integration with Azure would go  
 25 forward be only partial. This is all publicly documented,<sup>1</sup> and LinkedIn engineers have continued

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26 <sup>1</sup> See, e.g., [https://www.theregister.com/2023/12/14/linkedin\\_abandons\\_migration\\_to\\_microsoft/](https://www.theregister.com/2023/12/14/linkedin_abandons_migration_to_microsoft/)  
 27 (“A LinkedIn spokesperson confirmed that the Microsoft subsidiary changed direction on Blueshift  
 28 and that LinkedIn continues to use Azure. ‘We are using both Azure to complement our

1 to post about aspects of LinkedIn's integration with Azure after the December 2023 announcement  
 2 that some aspects of the integration would be reversed or deemphasized going forward.<sup>2</sup> LinkedIn's  
 3 assertion that it produced documents "confirm[ing] that" the company "never pursued such an  
 4 integration" is untrue, for two reasons. One, no such documents exist, as the company publicly  
 5 pursued such an integration,<sup>3</sup> and then after the filing of the FAC publicly affirmed LinkedIn's  
 6 continued integration with Azure, albeit with reduced scope.<sup>4</sup> Two, LinkedIn hasn't produced **any**  
 7 documents pertaining to LinkedIn's Azure integration except for a handful of company  
 8 announcements about "pausing" and limiting the "Blueshift" initiative, while continuing significant  
 9 integrations with Azure as to CDN servers (FrontDoor), employee applications and infrastructure,  
 10 and large numbers of key microservices (among other things).

11       While LinkedIn now promises to substantially complete its productions in response to  
 12 Plaintiffs' outstanding document requests by mid-April 2026, its near-complete failure to  
 13 meaningfully engage in discovery to date belies that promise. And even if LinkedIn could do what  
 14 it now vaguely promises (LinkedIn tellingly does not commit to specifics of what it actually intends  
 15 to produce), its proposed early June 2026 discovery cut-off would not allow for necessary document  
 16 review, follow-up discovery requests, and likely motion practice given LinkedIn's past behavior  
 17 vis-à-vis fact discovery.

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 23 infrastructure needs . . . . This includes our running 100 employee-facing applications on Azure,  
 24 leveraging Azure FrontDoor and ongoing work to consolidate our datacenter locations . . . . Azure  
 25 has been crucial to support and scale collaboration and productivity for our teams and to deliver  
 26 value to our members.").

27       <sup>2</sup> See, e.g., <https://www.linkedin.com/blog/engineering/architecture/navigating-the-transition-adopting-azure-linux-as-linkedin-s-operatingsystem> (Aug. 19, 2024);  
<https://www.linkedin.com/blog/engineering/analytics/grafli-an-out-of-the-box-azure-monitoring-visualization-platform> (Mar. 28, 2024).

28       <sup>3</sup> See, e.g., <https://www.linkedin.com/blog/engineering/infrastructure/building-next-infra>.

<sup>4</sup> See *supra* at nn. 1-2.

1                   **B. Defendant's Position:**

2                   Plaintiffs have demonstrated a complete lack of diligence in pursuing their claims—they  
 3 chose to do little during the six months of fact discovery that already took place, and should not be  
 4 given 10 more months of discovery to delay things further.

5                   As explained below, Plaintiffs' excessively drawn-out proposed case schedule completely  
 6 disregards the Court's previous schedule and the six months of discovery already completed, and  
 7 only serves to put off any case-dispositive rulings. This case has been pending since January 2022.  
 8 The Court has previously expressed its concerns regarding Plaintiffs' core antitrust theory (see Dkt.  
 9 95). In its Order denying the Motion to Dismiss Plaintiffs' Amended Complaint, the Court noted  
 10 that it could not, at the motion to dismiss stage, consider the API agreements LinkedIn produced to  
 11 Plaintiffs. Dkt. 95 at 5, n.1. However, the Court observed: "it seems plain that at least the  
 12 agreements proffered so far simply do not contain the sort of outright agreement not to compete  
 13 that is alleged in the FAC. Given this seeming mismatch, the Court will consider whether an early  
 14 summary judgment motion on this point may be warranted." Dkt. 95 at 5, n.1. LinkedIn's  
 15 production of *all* relevant Private API Agreements, *see supra*, confirms the Court's concerns as  
 16 they, at most, contain terms similar to those already reviewed by the Court and do not support  
 17 Plaintiffs' baseless assertions of a market division or agreements not to compete.<sup>5</sup>

18                  In addition, the second prong of Plaintiffs' claim—its allegations that LinkedIn integrated  
 19 its user data with parent company Microsoft's Azure cloud computing system—is wrong as a matter  
 20 of fact (let alone as a matter of law) because LinkedIn never pursued such an integration and  
 21 provided production documents on July 26, 2024 to confirm that.

22                  Given these fatal deficiencies, and with the discovery conducted to date, this case could be  
 23 resolved on the merits with only limited additional discovery under a relatively short timeline.<sup>6</sup> In  
 24

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25                  <sup>5</sup> Plaintiffs have focused on the "Non-Use of LinkedIn API Provision" present in certain private  
 26 API agreements LinkedIn maintains with partners. Plaintiffs' Unopposed Motion for Preliminary  
 27 Approval, Dkt. 129; Plaintiffs' Supplemental Brief Regarding LinkedIn's Motion to Dismiss First  
 28 Amended Class Action Complaint at 1, Dkt. 86.

<sup>6</sup> The Court indicated in its denial of LinkedIn's Motion to Dismiss that it would consider whether  
 early summary judgment would be warranted. Dkt. 95 at 5, n.1. LinkedIn is also amenable to the

1 support of LinkedIn's proposed schedule, LinkedIn provides the following summary of the  
 2 discovery that has occurred to date and what remains pending, and why it proposes prioritizing  
 3 summary judgment.

4           i. Discovery To Date

5           In this Case Management Statement, Plaintiffs for the ***first time claim*** to take issue with  
 6 LinkedIn's discovery—in service of the protracted discovery schedule they propose. But their  
 7 purported laundry list of LinkedIn's discovery deficiencies is belied by the discovery record and  
 8 called into question by the fact that they have never once raised this concern with LinkedIn (or the  
 9 Court) before today.

10          On April 18, 2024, the Court entered a schedule in which Plaintiffs' class certification  
 11 expert disclosures and class certification motion were due less than ten months later, on January 9,  
 12 2025. Accordingly, between that date and when settlement discussions began in earnest in early  
 13 October 2024, Plaintiff had almost six months to pursue discovery. Any case schedule should take  
 14 that time into account.

15          A brief overview of the discovery that occurred during that time follows. On May 24, 2024,  
 16 LinkedIn served Supplemental Responses and Objections to Plaintiffs' First Set of Requests for  
 17 Production, which Plaintiffs originally served on May 27, 2022 and which LinkedIn initially  
 18 responded to on June 27, 2022, prior to the adjudication of LinkedIn's motions to dismiss. In  
 19 response to Plaintiffs' First Set of Request for Production, LinkedIn produced all Private API  
 20 Agreements negotiated with LinkedIn partners permitting access to LinkedIn member data that  
 21 were in effect on or after January 13, 2018, any amendments to those agreements, and any  
 22 documents linked or referenced in those agreements. These were the only relevant agreements:  
 23 certain Private API Agreements, such as with Yahoo and Apple, fell outside of the relevant time  
 24 period for discovery, as LinkedIn informed Plaintiffs by email on August 23, 2024 (with no  
 25 response). Plaintiffs have not, until now, raised any objection to the scope of the API Agreement

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26  
 27 Court addressing the merits based on the briefing and discovery already before the Court, as well  
 28 as the additional Private API Agreements that LinkedIn has produced to Plaintiffs, provided  
 LinkedIn may still move for summary judgment on additional grounds if such early summary  
 judgment motion were denied.

1 production. LinkedIn substantially completed its production on August 23, 2024, having produced  
 2 over 11,000 pages.<sup>7</sup>

3 LinkedIn agreed during the meet-and-confer process in July 2024 to provide  
 4 communications related to the produced agreements for 10-15 partners of Plaintiffs' choice as well  
 5 as communications related to violations of the API Terms of Use for a select group of partners of  
 6 Plaintiffs' choosing. The problem was that Plaintiffs never bothered to respond to LinkedIn's offer;  
 7 LinkedIn asked on at least two occasions for this list of partners from Plaintiffs. Plaintiffs never  
 8 provided one.

9 On August 4, 2024, Plaintiffs served their Second Set of Requests for Production to  
 10 LinkedIn. In their Second Set of Requests, Plaintiffs requested (RFP 5) all documents related to  
 11 competition faced by LinkedIn in online professional networking and/or online social networking  
 12 services; (RFP 6) all documents concerning investigations by regulators relating to Microsoft's  
 13 acquisition of LinkedIn, or any potential, suspected, or actual violation of competition laws;  
 14 (RFP 7) all documents concerning any antitrust analysis or concerns regarding Microsoft's  
 15 acquisition of LinkedIn; (RFP 8) all documents concerning any analysis of or business case for  
 16 Microsoft Corporation's acquisition of LinkedIn; (RFP 9) all documents concerning any actual,  
 17 potential, or contemplated price increases for LinkedIn Premium services or account-feature  
 18 upgrades; (RFP 10) all documents, including sales data, related to prices paid by any user for any  
 19 LinkedIn Premium services or account-feature upgrades; and (RFP 11) all documents concerning  
 20 LinkedIn's costs, revenues, and profits associated with LinkedIn's sales in the United States of  
 21 LinkedIn Premium services or any upgraded account features. LinkedIn served its Responses and  
 22 Objections on September 3, 2024, objecting to RFPs 6, 7, and 8, but agreeing to produce documents  
 23 related to RFPs 5, 9, 10, and 11 and to meet and confer regarding the scope of those productions.  
 24 Plaintiffs ignored LinkedIn's offer to meet and confer to determine the scope of its production.

25 In addition to document discovery, Plaintiffs served six Interrogatory Requests on LinkedIn  
 26 on May 27, 2022, largely requesting information overlapping with Plaintiffs' document requests

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27 <sup>7</sup> LinkedIn objected to producing documents relating to claims that had been dismissed from the  
 28 case.

1 including identifying LinkedIn's APIs, LinkedIn's Partners, and violations of LinkedIn's API  
 2 Terms of Use. On June 27, 2022, LinkedIn served Responses and Objections to those requests and  
 3 has updated its responses twice.

4 LinkedIn has also taken discovery from Plaintiffs, including a First Set of Requests for  
 5 Production to Plaintiffs on May 24, 2024, and Interrogatory Requests on June 7, 2024.

6       ii. Overlap Between Class Certification and Merits

7       The discovery taken to date by Plaintiffs has involved substantial, if not complete, overlap  
 8 between the discovery necessary for class certification and discovery on the merits. For example,  
 9 Plaintiffs have had six months of discovery, and during that time sought information about the API  
 10 agreements and their negotiation, which are relevant to whether those agreements contain  
 11 anticompetitive restraints as alleged. Additionally, Plaintiffs have sought information about  
 12 LinkedIn's competition including market shares as well as LinkedIn's pricing and sales data, which  
 13 are relevant to market and monopoly power as well as any alleged anticompetitive effect.

14       iii. Outstanding Discovery

15       Plaintiffs' request for an additional 10 months of fact discovery is unnecessary and  
 16 inappropriate given the discovery provided and propounded to date. Plaintiffs have already  
 17 propounded discovery regarding LinkedIn's API agreements, the communications associated with  
 18 the negotiation of those agreements, potential violations of LinkedIn's API Terms of Use,  
 19 LinkedIn's competition, LinkedIn's financial and sales data, and information on price increases.  
 20 Those outstanding productions can be substantially completed by April 17, 2026, with depositions  
 21 to follow. To the extent Plaintiffs seek any third-party discovery, they should also complete that  
 22 promptly.<sup>8</sup>

23       iv. Prioritization of Merits Disposition

24       In order to expedite the resolution of this case, and in recognition of the Court's previously  
 25 expressed concerns regarding the merits of Plaintiffs' challenge to LinkedIn's Private API  
 26 agreements, LinkedIn's proposed schedule contemplates prioritizing a merits determination on the  
 27

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28 <sup>8</sup> Plaintiffs issued a third-party subpoena to Hootsuite on June 12, 2024.

1 core antitrust issues relating to those agreements. At the same time, in order to avoid delay,  
2 LinkedIn proposes that both fact discovery and expert discovery focus on merits and class  
3 certification issues simultaneously, with all fact and expert discovery completed before the Court  
4 hears dispositive motions.

5 Under the schedule proposed by LinkedIn, the Court could resolve whether the challenged  
6 agreements are anticompetitive before the end of 2026. If it finds they are not, the case will be  
7 resolved. If, however, the Court determines that summary judgment is not warranted, the parties  
8 can proceed to address class certification issues based on the fact record and expert reports that will  
9 have already been completed.

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1 Dated: January 6, 2026

Respectfully submitted,

2 By: /s/ Brian J. Dunne

3 Brian J. Dunne

4 **BURKE LLP**

5 Christopher M. Burke (CA 214799)  
cburke@burke.law  
6 Yifan (Kate) Lv (CA 302704)  
klv@burke.law  
7 402 West Broadway, Suite 1890  
San Diego, CA 92101  
8 Tel: (619) 369-8244

**BATHAEE DUNNE LLP**

Brian J. Dunne (CA 275689)  
bdunne@bathaeedunne.com  
Edward M. Grauman (*pro hac vice*)  
egrauman@bathaeedunne.com  
901 South MoPac Expressway  
Barton Oaks Plaza I, Suite 300  
Austin, TX 78746  
(213) 462-2772

9 **KOREIN TILLERY P.C.**

10 Carol L. O'Keefe (*pro hac vice*)  
cokeefe@koreintillery.com  
11 505 North 7th Street, Suite 3600  
St. Louis, MO 63101  
12 Tel.: (314) 241-4844

Yavar Bathaee (CA 282388)  
yavar@bathaeedunne.com  
Andrew C. Wolinsky (CA 345965)  
awolinsky@bathaeedunne.com  
445 Park Avenue, 9th Floor  
New York, NY 10022  
(332) 322-8835

15 *Attorneys for Plaintiffs and the Proposed  
Class*

17 By: /s/ Russell P. Cohen

Russell P. Cohen

18 **DECHERT LLP**

19 Russell P. Cohen (CA 213105)  
russ.cohen@dechert.com  
20 45 Fremont Street, 26th Floor  
San Francisco, CA 94105  
21 Tel.: (415) 262-4500

22 Julia E. Chapman (*pro hac vice*)  
julia.chapman@dechert.com  
23 Cira Centre, 2929 Arch Street  
Philadelphia, PA 19104  
25 Tel.: (215) 994-4000

26 *Attorneys for Defendant LinkedIn Corporation*

## **FILER ATTESTATION**

I am the ECF user who is filing this document. Pursuant to Civil L.R. 5-1(h)(3), I hereby attest that each of the other signatories have concurred in the filing of the document.

Dated: January 6, 2026

By: /s/ Brian J. Dunne  
Brian J. Dunne